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11 UNITED STATES DISTRICT COURT
12 NORTHERN DISTRICT OF CALIFORNIA

13 UNITED STATES OF AMERICA, }
14 Plaintiff, } No. 08-02968 BZ
15 v. } SETTLEMENT AGREEMENT
16 APPROXIMATELY \$23,729 IN UNITED }
17 STATES CURRENCY, }
18 Defendant. }

19
20 The parties stipulate and agree as follows:

21 1. Plaintiff is the United States of America (“United States”). Defendant is
22 approximately \$23,729 in United States Currency (“defendant currency”). After proper
23 notification and publication was given, the only person who filed a timely Claim in this action is
24 claimant Maria Reyna (“Reyna”). As a result, only claimant Reyna has a right to claim the
25 defendant currency. The United States and claimant Reyna are hereafter referred to as the
26 “parties” in this document which is hereinafter referred to as the “Settlement Agreement” or
27 “Agreement.”

28 //

1 2. The parties agree that the resolution of the lawsuit is based solely on the terms
 2 stated in this Settlement Agreement. It is expressly understood that this Agreement has been
 3 freely and voluntarily entered into by the parties. The parties further agree that there are no
 4 express or implied terms or conditions of settlement, whether oral or written, other than those set
 5 forth in this Agreement. This Agreement shall not be modified or supplemented except in
 6 writing signed by the parties. The parties have entered into this Agreement in lieu of continued
 7 protracted litigation and District Court adjudication.

8 3. The parties further agree that this Settlement Agreement does not constitute
 9 precedent on any legal issue for any purpose whatsoever, including all administrative
 10 proceedings and any lawsuits.

11 4. This settlement is a compromise over disputed issues and does not constitute any
 12 admission of wrongdoing or liability by any party.

13 5. The parties have agreed that the United States will return \$ 5,000 *(WDB)*
 14 of the defendant currency (and all interest accrued thereon) to Reyna. The return of
 15 \$ 5,000 *(WDB)* shall be in full settlement and satisfaction of any and all claims by Reyna,
 16 his heirs, representatives and assignees to the defendant currency. Reyna, her heirs,
 17 representatives and assignees, shall hold harmless the United States, any and all agents, officers,
 18 representatives and employees of same, including all federal, state and local enforcement
 19 officers, for any and all acts directly or indirectly related to the seizure of defendant currency and
 20 the facts alleged in the Complaint for Forfeiture filed on or about June 16, 2008.

21 6. Reyna agrees that sufficient evidence exists to establish forfeiture of the
 22 remainder of the defendant currency (\$ 18,729 *(WDB)* plus all interest accrued thereon),
 23 pursuant to Title 21, United States Code, Section 881(a)(6), and consents to the forfeiture of the
 24 remainder of the defendant currency to the United States without further notice to her. Reyna
 25 further relinquishes all right, title and interest in the remainder of the defendant currency, and
 26 agrees that said property shall be forfeited to the United States and disposed of according to law
 27 by the United States.

28 7. The United States and Claimant agree that each party shall pay its own attorneys'

Settlement Agreement

1 fees and costs.

2 8. Based on the foregoing Settlement Agreement between the United States,
3 claimant Reyna, the Parties agree that, subject to the Court's approval, this action be and hereby
4 is DISMISSED and that the proposed JUDGMENT OF FORFEITURE which is submitted with
5 this Settlement Agreement be entered.

6 IT IS SO STIPULATED:

7 JOSEPH P. RUSSONIELLO
8 United States Attorney

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10 Dated: February 27, 2009
11 DAVID COUNTRYMAN
12 Assistant United States Attorney

13 Dated: February 27, 2009
14
15
16
17 Dated: February 27, 2009
18 *Witnessed by Wayne D. Brazel, U.S. magistrate judge*
19
20 BASED ON THE FOREGOING STIPULATION, IT IS SO ORDERED ON THIS 2nd
21 DAY OF March, 2009

JAMES ROBERTS
Attorney for Claimant Maria Reyna

Maria Reyna
Maria Reyna
Claimant

Bernard Zimmerman
HONORABLE BERNARD ZIMMERMAN
United States Magistrate Judge

Translated to claimant by

Guido Goyas 2-27-09

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28 Settlement Agreement

